

**VOLUNTARY CLEANUP CONTRACT
13-6075-NRP**

**IN THE MATTER OF
NASH OIL SITE, CHARLESTON COUNTY
and
4821 VIRGINIA AVENUE, LLC**

This Contract is entered into by the South Carolina Department of Health and Environmental Control and 4821 Virginia Avenue, LLC with respect to the Property located at 4821 and 4827 Virginia Avenue and at 1035 Empire Avenue, North Charleston, South Carolina. The Property includes approximately 0.76 acres identified by Tax Map Serial Number 471-16-00-003, TMS 471-16-00-005, and TMS 471-16-00-007. In entering this Contract, the Department relies on the representations contained in the "Non Responsible Party Application for Voluntary Cleanup Contract" of September 30, 2013, and any amendments thereto, by 4821 Virginia Avenue, LLC, which is incorporated into this Contract and attached as Appendix A.

AUTHORITY

This Contract is entered into pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. § 44-56-710 et. seq. (as amended); the South Carolina Hazardous Waste Management Act (HWMA), S.C. Code Ann. § 44-56-10, et. seq. (as amended), the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et seq., and the South Carolina Pollution Control Act, § 48-1-10 et. seq.

DEFINITIONS

1. Unless otherwise expressly provided in this Contract, terms used herein shall have the meaning assigned to them pursuant to the Brownfields/Voluntary Cleanup Program, S.C. Code Ann. §44-56-710 et. seq. (as amended), and if not set forth therein, shall have the meaning assigned to them pursuant to the South Carolina Hazardous Waste Management Act, S.C. Code Ann. § 44-56-10, et. seq. (as

amended), the S.C. Pollution Control Act, S.C. Code Ann. § 48-1-10, et. seq. (as amended), or the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), 42 U.S.C. §§ 9601, et. seq.

- A. "VA Avenue" means 4821 Virginia Avenue, LLC.
- B. "Beneficiaries" means VA Avenue's Non-Responsible Party lenders, signatories, parents, subsidiaries, and successors, including new purchasers, lessees, and other parties acquiring an interest in any portion of the Property, but only to the extent that such parties have never been a Responsible Party at the Site
- C. "Contamination" means the presence of a contaminant, pollutant, hazardous substance, petroleum, or petroleum product.
- D. "Contract" means this Voluntary Cleanup Contract.
- E. "Department" means the South Carolina Department of Health and Environmental Control, or a successor agency of the State of South Carolina that has responsibility for and jurisdiction over the subject matter of this Contract.
- F. "Existing Contamination" shall mean any Contamination present on, or under, the Site as of the execution date of this Contract.
- G. "Property" means the real property as described in the Non Responsible Party Application for Voluntary Cleanup Contract attached as Appendix A, and that is subject to the ownership, prospective ownership, or possessory or contractual interest of VA Avenue or its Beneficiaries.

- H. "Segregated Sources" means drums, tanks, or similar discrete containers that potentially hold substances that may cause Contamination upon release to the environment.
- I. "Site" means all areas where a contaminant has been released, deposited, stored, disposed of, or placed or otherwise comes to be located; "site" does not include any consumer product in consumer use or any vessel, as defined in CERCLA section 101 (28).
- J. "Waste Materials" means any Contamination-causing solid, semi-solid, or liquid material discarded, buried, or otherwise present on the Property, and may include sludge, slag, or solid waste materials such as empty containers and demolition debris or materials containing asbestos, lead-based paint, or petroleum or other contaminants.

FINDINGS

2. Based on the information known by or provided to the Department, the following findings are asserted for purposes of this Contract:

- A. Owners and Operators: The owners and operators of the Property include the following:

TMS 471-16-00-003 approximately 0.19 acre 4827 Virginia Avenue – Lots 24, 25, & 26 Block 122	Purchase Date / Dates of Operation
Charles G. Burbage	May 1960
Mildred Cassell Burbage	By will
Richard J. Shore	June 22, 2000
Charles W. Shaw, III	
Bluefish Properties, LLC	April 1, 2008
Shaw & Son's Pest Control	1997

Shore Distributing Company	2003 – 2009
Winward Shutters & Windows	2009
Winware Shutters LLC	2010
Winward Hurricane Shutters	2011 – 2013
Nash Oil Company	2012 – 2013

TMS 471-16-00-005 approximately 0.47 acre 4821 Virginia Avenue Lots 21-23&27-31 Block 122	Purchase Date / Date of Operation
Twin City News	1945 – 1948
Twin City Printing & Publishing	1945 – 1955
Alm's Roofing & Sheet Metal	1988
Charleston City Garage	
Fannie McDonald	
Guy Larue Stone	December 3, 1992
Ernestine H. Stone	March 19, 1998
Gordon E. and Peggy B. Woodall	June 16, 2000
Woodall's Construction Sandblast & Painting	2001 – 2007
Gordon E. Woodall	December 28, 2005
Bluefish Properties, LLC	November 8, 2006
Winward Hurricane Shutters	2008 – 2013

TMS 471-16-00-007 approximately 0.1 acre 1025 Empire Avenue	Purchase Date / Date of Operation
Harold L. Lamb	June 17, 1964
James E. Cleland	September 25, 1965
Marie E. McConnell and Ann K. Graham	November 21, 1979
Marie E. McConnell	February 9, 1983
Russell G. Woodall	May 9, 2005

- B. Property and Surrounding Areas: The Property is located in a commercially developed urban area of North Charleston and is bounded generally by Empire Avenue to the north; Virginia Avenue to the east; Stones Alley with lots facing East Montague Avenue to the south; and lots facing O'Hear Avenue to the west. The Property is surrounded by commercial properties and vacant lots. Currently the Property is improved with a wood framed building on a concrete slab foundation used for office space; a metal framed building on a concrete slab foundation used for office space and warehousing; and an unimproved gravel lot used for parking.

Investigations / Reports According to historical Sanborn Fire Insurance maps included in the Phase I, dated September 26, 2013, an automotive repair business was located in the southeastern portion of the Property and a building used in the printing business was located in the northeastern quadrant of the Property. Generally, petroleum hydrocarbons and solvents (volatile organic compounds) are used by these types of businesses, which may constitute onsite recognized environmental conditions (RECs). Three dry cleaners were also identified in the vicinity on these maps, which may be considered off-site RECs due to their potential use of petroleum distillates and chlorinated solvents

The Phase I states that historical knowledge regarding the Property includes the fact that Nash Oil Company, a diesel fuel distributor, staged mobile storage tanks along the southern and western fence of the gravel lot. The tanks storing petroleum were taken to job sites and were also used to refuel trucks that were parked on the gravel lot. There is no record of a spill or release but minimal dripping of diesel fuel from the hose nozzles was observed. Nash Oil replaced stained gravel and soils with clean gravel. The actual number of tanks is

unknown but their general location is depicted on Figure 2 of the Phase I.

Spray can containers of paint and solvents (acetone) were stored in the shop area onsite. The four pole-mounted transformers along Stones Alley are marked with blue labels indicating they are free of PCBs (polychlorinated biphenyls). The current fabrication of aluminum shutters generates metal shavings, which are recycled. No painting is conducted onsite currently.

The June 2000 Plat created by Land Surveyors George A.Z. Johnson, Jr., Inc. depicts two trailers designated "to be removed", two 1-story frame structures, one 1-story metal structure and an unidentified smaller structure. A 1-story vinyl structure is depicted on TMS 471-16-00-005 that was combined with TMS 471-16-00-003. Overtime the Property had been improved with five structures to include residences.

- C. Applicant Identification: VA Avenue is a South Carolina limited liability company with its principal place of business located at 1941 Savage Road, Suite 200 E, Charleston, South Carolina 29607. VA Avenue affirms that it has the financial resources to conduct the response action pursuant to this Contract.

- D. Proposed Redevelopment: VA Avenue will acquire the Property and has a short term re-use plan to include immediate occupation of existing structures for office and retail uses. Long-term plans include the potential to build an 8,000 square foot office space and possibly the construction of additional structures. Use of the Property will be industrial / commercial. VA Avenue anticipates the creation of ten permanent jobs in the near future and twenty-four jobs long term. VA Avenue estimates an increase to the tax base of \$155,000 near term and approximately \$1.4 million long term.

BONA FIDE PROSPECTIVE PURCHASER STATUS

3. VA Avenue certifies that it and its members are not a current owner of the Property, or parent, successor or subsidiary of a current or past owner of the Property; are not a Responsible Party for the site, or a parent, successor or subsidiary of a Responsible Party for the site; and have not had any involvement with the Property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program. VA Avenue also certifies that it and its members are eligible to be a Bona Fide Prospective Purchaser for the Property.

RESPONSE ACTION

4. VA Avenue agrees to conduct the response actions specified in the sub-paragraphs below. An initial Work Plan shall be submitted by VA Avenue, or its designee, within thirty (30) days after the date of execution of this Contract by the Department, or such earlier or later date if approved by the Department's project manager. A Report of the assessment results shall be submitted by VA Avenue, or its designee in accordance with the schedule provided in the initial Work Plan. VA Avenue acknowledges that the assessment may find distributions of Existing Contamination requiring additional assessment and/or corrective action on the Property that cannot be anticipated with this Contract. VA Avenue agrees to perform the additional assessment and/or corrective action consistent with the intended uses of the Property under the purview of this Contract; however, VA Avenue may seek an amendment of this Contract to clarify its further responsibilities. VA Avenue shall perform all actions required by this Contract, and any related actions of VA Avenue's choosing not expressly required by this Contract, pursuant to Work Plans and/or Addenda approved by the Department.

A. Work Plan Logistics:

- 1). The Work Plan(s) shall set forth a schedule and methods for assessment and corrective action activities detailed herein.

- 2). The Work Plan(s) shall be submitted to the Department in the form of one hard copy and one electronic copy of the entire Work Plan on a compact disk (in .pdf format).
- 3). All activities undertaken pursuant to this Contract shall be consistent with S.C. statutes, regulations, and permitting requirements (e.g., stormwater management and waste disposal regulations). VA Avenue shall identify and obtain the applicable permits before beginning any action.
- 4). The Work Plan(s) shall be in accordance with accepted industry standards and shall be signed and sealed by a Professional Engineer or Professional Geologist duly-licensed in South Carolina.
- 5). The Work Plan(s) shall provide detailed information about the proposed sampling points, collection methods, analytical methods, quality assurance procedures, and other pertinent details of the assessment and/or corrective measures activities consistent with the following:
 - a). Sample collection methodologies shall be consistent with the US EPA Region IV Field Branches Quality System and Technical Procedures.
 - b). All monitoring wells and groundwater sampling points shall be constructed in accordance with 25 S.C. Code Ann. Regs. R.61-71, the South Carolina Well Standards. The Work Plan shall provide sufficient detail to support issuance of the well approvals by the Department.
 - c). The laboratory analyses for samples taken pursuant to the Work Plan are specified in the media-specific sub-paragraphs below, but may include any of the following:
 - i. the full EPA Target Analyte List (TAL);
 - i). EPA Target Analyte List excluding cyanide (TAL-Metals);
 - ii. the full EPA Target Compound List (TCL);
 - i). EPA Target Compound List Volatile Organic Compounds (TCL-VOCs);
 - ii). EPA Target Compound List Semi-Volatile Organic Compounds

(TCL-SVOCs);

- iii). EPA Target Compound List Pesticides (TCL-Pesticides);
- iv). EPA Target Compound List Polychlorinated Biphenyls (TCL-PCBs);
- v). Petroleum related constituents: Benzene, Toluene, Ethylbenzene, Xylene (BTEX); polynuclear Aromatic Hydrocarbons (PAH); Methyl Tertiary Butyl Ether (MTBE), and Naphthalene.

d). All analytical methods shall use appropriate detection levels to allow comparison to the media-specific screening criteria listed in the "EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites" in effect at the time of sampling. The applicable Protection of Groundwater SSL for soil samples shall be the "MCL-Based SSL", if listed. If the applicable screening criteria are lower than achievable detection levels, the analytical method shall use the lowest achievable detection levels.

- 6). The Work Plan shall include the names, addresses, and telephone numbers of VA Avenue's consulting firm(s), analytical laboratories, and VA Avenue's contact person for matters relating to this Contract and the Work Plan.
 - a). The analytical laboratory shall possess applicable Certification defined in 25A S.C. Code Regs. R.61-81, for the test methods specified in the Work Plan.
 - b). VA Avenue shall notify the Department in writing of any changes concerning the consulting firm(s), contact person(s), or laboratory identified in the Work Plan.
- 7). The Department will notify VA Avenue in writing of approvals or deficiencies in the Work Plan.
- 8). VA Avenue, or its designee, shall respond in writing within thirty (30) days of

receipt of any comments on the Work Plan by the Department.

- 9). VA Avenue shall begin implementation of the Work Plan as soon as reasonably possible after receipt of written approval of the Work Plan by the Department.
- 10). VA Avenue shall inform the Department at least five (5) working days in advance of all field activities conducted pursuant to the Work Plan, and shall allow the Department, or its authorized representatives, to take duplicates of any samples if desired.
- 11). VA Avenue shall preserve items on the Property that may: 1) provide evidence of a Potentially Responsible Party's involvement at the Site; 2) lead to the discovery of other areas of Contamination at the Site; or 3) contain environmental information related to the Site. Such items may include drums, bottles, labels, business and operating records, contracts, Site studies, investigations, and other physical or written materials relating to the Site. VA Avenue shall notify the Department of the location of any such items, and provide the Department with an opportunity to inspect any materials or copy any documents at the Department's expense prior to destruction of said items.

B. Report Logistics

- 1). Report(s) shall be prepared in accordance with accepted industry standards and shall be certified by signature and seal of a Professional Engineer or Professional Geologist duly licensed in South Carolina.
- 2). The Report(s) of assessment and/or corrective measures activities shall include a discussion of investigation methods and any deviations from the Department approved Work Plan. The Report shall also include tables and figures to summarize all data, a surveyed map documenting sampling locations, documentation of field observations including well core logs, sample descriptions, field screening results, and all laboratory analytical

data.

- 3). All Report(s) shall be submitted to the Department in the form of one hardcopy and one electronic copy of the entire Report on a compact disk (in .pdf format).

C. Assess Waste Materials and Segregated Sources:

- 1). VA Avenue shall characterize all Waste Materials and Segregated Sources identified below. Assessment shall include an evaluation of contaminant concentrations and an estimation of the quantity or extent of each type of Waste Material or Segregated Source, as applicable, or as specified below.
 - a). Containers of spray paint and solvent;
 - b). Metal shavings if present.
- 2). VA Avenue shall also characterize for disposal any other Waste Material and Segregated Sources that may be discovered on the Property at any time during assessment, corrective action, or development activities in accordance with applicable regulations.
- 3). Upon discovery of any Segregated Source that has not yet released all contents to the environment, VA Avenue shall expeditiously stabilize or remove the Segregated Source from the Property
- 4). VA Avenue shall immediately notify the Department if a release of Contamination occurs as a result of its assessment, stabilization or removal actions. VA Avenue shall assess the impact of the release and take necessary action in accordance with a Department approved plan.

D. Conduct a well survey:

- 1). VA Avenue shall map all public and private wells used for drinking water supply within a one-half mile radius of the Property, and wells used for irrigation or other non-drinking water use within a one-quarter mile radius.
- 2). VA Avenue shall report sufficient information to the Department to allow the

Department to secure permission to sample the wells. At a minimum, this information shall include the: 1) Location of the well; 2) Identity and mailing address of the well owner; and, 3) Telephone number, if publicly available or otherwise known to VA Avenue, of the well owner or occupant of the residence served by the well.

E. Assess soil quality across the Property:

- 1). VA Avenue shall collect and analyze a minimum of seventeen (17) soil samples from nine (9) locations on the Property. VA Avenue shall collect one surface soil sample (0-1 foot below ground surface) and one subsurface soil sample (2 foot minimum depth) from each of the following locations, unless specified otherwise:
 - a). A presumed background location for analysis of inorganics;
 - b). A minimum of four sampling locations on TMS 471-16-00-007 along the southern and western fence where the mobile diesel fuel tanks were parked and used refuel trucks to be analyzed for BTEX, PAHs, MTBE and Naphthalene.
 - c). One sampling location east of the building used for printing for analysis of full suite of EPA-TAL and EPA-TCL;
 - d). One sampling location adjacent to and west of the building used for printing;
 - e). One sampling location east of the former auto shop (garage);
 - f). One sampling location adjacent to and south of the former auto shop (garage).
 - g). Areas of stained soil.
- 2). Unless otherwise specified above, each surface soil sample shall be analyzed for TAL-Metals and SVOCs. Each subsurface sample shall be analyzed for TAL-Metals, VOCs and SVOCs. A minimum of one surface and one subsurface sample from a probable impacted area (printing business)

shall be analyzed for the full EPA-TAL and EPA-TCL.

- 3). Soil quality results shall be compared to the Residential and Industrial Screening Levels and to the applicable Protection of Groundwater SSL.

F. Assess groundwater quality:

- 1). VA Avenue shall assess groundwater quality and determine the direction of groundwater flow across the Property. Assessment shall include samples from a minimum of three (3) monitoring wells to be installed in three (3) locations screened to bracket the water table. Specific locations shall be as follows:
 - a). A location east of the building used for printing business;
 - b). A location east of the former automotive shop (garage);
 - c). A location in the vicinity of the former ASTs.
- 2). Samples from all groundwater monitoring wells shall be analyzed for TAL-Metals, VOCs and SVOCs. In addition, one sample from the well in the vicinity of the former automotive shop (garage) shall be analyzed for the full TAL/TCL parameters.
- 3). Groundwater quality results shall be compared to the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58, or, if not specified in R.61-58, to the Regional Screening Tables values for "Tapwater."

G. Evaluate and control potential impacts to indoor air:

- 1). VA Avenue shall evaluate potential impacts to indoor air if the Department determines significant concentrations of volatile organic compounds are present in the subsurface. The Department will use a modified Johnson and Ettinger Model to determine "Significant concentrations" based on

representative soil and/or groundwater quality results reflective of the Property.

- 2). Prior to future construction, VA Avenue's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of a representative number of soil gas samples from the proposed footprint of buildings to be constructed on the Property over areas potentially subject to Vapor Intrusion. Soil gas samples shall be analyzed for all site related volatile compounds by appropriate methods capable of detecting soil gas concentrations at screening levels indicative of a 10^{-6} risk for shallow gas samples (using an depth-appropriate attenuation factor). The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 3). VA Avenue's evaluation shall, unless otherwise agreed to by the Department, consist of collection and analysis of indoor air samples from within the existing building(s) during two separate sampling events approximately six months apart. One sample shall be collected per every 1000 square feet of building footprint potentially subject to Vapor Intrusion. One sampling event shall be in the winter. Each sampling event shall include collection of indoor air samples for laboratory analysis of all site-related volatile organic constituents. The samples collected for laboratory analysis may use either active or passive collection methods provided the same protocol is used for both sampling events. The method shall be capable of detecting gas concentrations at screening levels indicative of a 10^{-6} risk. The applicable screening concentrations shall be based upon the EPA OSWER "Draft Guidance for Evaluating the Vapor Intrusion to Indoor Air Pathway from Groundwater and Soils" or supplemental EPA guidance.
- 4). The Department may allow VA Avenue to implement vapor intrusion control measures in lieu of the above evaluation, or use alternative evaluation

methods that, in the Department's sole discretion, offer a similar degree of data usability.

- 5). VA Avenue shall submit an addendum to the Work Plan detailing the steps for further study and/or remedial or other control management measures to be implemented if the predicted and/or measured indoor air concentration exceeds a 10^{-6} risk calculated for occupational exposure (40 hrs/wk, 50 wk/yr, 25 yrs) and/or for residential exposure. The Department shall give reasonable consideration of data or other demonstration that shows unacceptable exposures inside the building do not result from the subsurface conditions.

H. Institute reasonable Contamination control measures:

- 1). VA Avenue shall stabilize or remove from the Property any Segregated Sources of Contamination that have not yet released all contents to the environment.
 - a). The contents of the Segregated Sources shall be properly reused or disposed of in accordance with regulations.
 - i. Containers of spray paint and solvents.
 - b). VA Avenue shall document the characterization results and ultimate disposition of the materials to the Department within sixty (60) days of removal of any material from the Property.
- 2). VA Avenue shall take reasonable measures to limit or prevent human exposure to Existing Contamination on the Property:
 - a). Corrective measures shall be required for Waste Materials and Contamination present in any media on the Property with concentrations in excess of appropriate human-health risk-based exposure standards with plausibly complete routes of exposure. Known media or Waste Materials that require Corrective Measures include, but may not be limited to, the following:

- i. Containers of spray paint and solvents.
- b). The corrective measures shall be proposed in a Corrective Measures Plan to be approved by the Department prior to implementation, and shall be consistent with the intended future use of the Property. Corrective measures may include removal, encapsulation, barriers, or other methods reasonably expected to limit human exposures to the Contamination
- c). VA Avenue may request Department approval to conduct a site-specific risk assessment to determine levels of Contamination that are acceptable for the intended use of the Property. The risk assessment shall be conducted in accordance with EPA Risk Assessment Guidance for Superfund. Prior to conducting the risk assessment, VA Avenue shall submit for Department approval, an overview of risk assessment assumptions including identification of contaminant exposure routes, the type and duration of possible exposures, the magnitude of exposure, and any data gaps that need to be addressed to complete the risk assessment.
- d). Upon completion of any corrective measures, VA Avenue shall provide a Corrective Measures Report to document satisfactory completion of the corrective measures for Department review and approval prior to obtaining a Certificate of Completion.
- e). In the event that corrective measures include engineering controls that must be maintained or monitored during future use of the Property, a Site Management Plan may be required by the Department. If required, the Site Management Plan shall identify procedures for management of contaminated media that may be encountered as a result of any disturbance of the engineering controls, and for repair or replacement of the engineering controls.

I. Monitor and/or abandon the monitoring wells:

- 1). VA Avenue shall implement a groundwater-monitoring program if required by the Department. Continued monitoring requirements will be based on the Department's determination of potential adverse effects on nearby receptors, i.e., individuals that are presently or potentially exposed to Contamination.
- 2). The Department will determine the frequency and duration of the monitoring program on a case-specific basis.
- 3). VA Avenue shall abandon the monitoring well(s) when the Department determines there are no further needs for wells. The wells shall be abandoned in accordance with R.61-71 of the South Carolina Well Standards.

HEALTH AND SAFETY PLAN

5. VA Avenue shall prepare and submit under separate cover from the Work Plan, a Health and Safety Plan consistent with Occupational Safety and Health Administration regulations. The Health and Safety Plan shall be submitted to the Department in the form of one electronic copy of the Health and Safety Plan on compact disk (in .pdf format). VA Avenue agrees that the Health and Safety plan is submitted to the Department only for informational purposes. The Department expressly disclaims any liability that may result from implementation of the Health and Safety Plan by VA Avenue.

PUBLIC PARTICIPATION

6. VA Avenue and the Department will encourage public participation to implement this Contract as follows:
 - A. The Department will provide notice, seek public comment, and initiate a thirty-day claim contribution notification period in accordance with established procedures consistent with S.C. Code Ann. §44-56-750 upon signature of this Contract by VA Avenue.

B. VA Avenue shall erect a sign at major entrances onto the Property or other locations routinely accessible by the public. The sign(s) shall be erected no later than one day after the Department's public announcement about the Contract in a newspaper of general circulation in the community.

- 1). The sign will state "Voluntary Cleanup Project by 4821 Virginia Avenue, LLC under Voluntary Cleanup Contract 13-6075-NRP with the South Carolina Department of Health and Environmental Control." The sign shall provide a brief description of the scope of activities under the Contract, and contact information, including telephone number and address, for a representative of VA Avenue. Contact information for the Department shall state "TOLL-FREE TELEPHONE: 1-866-576-3432".
- 2). All sign lettering must be of sufficient size to be legible with un-aided normal eyesight from the point where the public will normally pass by the Property without intruding onto the Property.
- 3). VA Avenue shall submit photographs of the sign(s) and a Property drawing showing the location(s) of the signs. The photographs shall be submitted to the Department within 10 days of erecting the sign.
- 4). VA Avenue agrees to revise the sign if the Department determines the sign is inaccurate, not legible, or otherwise ineffectively placed.
- 5). VA Avenue shall maintain the sign(s) in legible condition and at visible locations throughout the duration of the Contract period until a Certificate of Completion is issued on the Property.
- 6). The sign(s) may be removed to accommodate building or grading activities; however, VA Avenue shall restore the sign within two (2) days to its original location, or other publicly accessible location upon notice to the Department.

PROGRESS UPDATES

7. VA Avenue shall submit periodic written updates to the Department's project

manager until such time as all activities related to the Property are complete pursuant to this Contract. The first update shall be due within sixty (60) days of Work Plan approval and semi-annually thereafter until the Department issues a Certificate of Completion.

- A. The updates may be in summary letter format, but should include information about:
- 1). The actions taken under this Contract during the previous reporting period;
 - 2). Actions scheduled to be taken in the next reporting period;
 - 3). Sampling, test results, and any other data in summary form, generated during the previous reporting period regardless of whether the data was collected pursuant to this Contract; and,
 - 4). A description of any environmental problems experienced during the previous reporting period and the actions taken to resolve them.
- B. The Department's project manager may allow an extended schedule between updates based on case specific conditions.

SCHEDULE

8. VA Avenue shall perform all activities and response actions pursuant to this Contract in an expeditious manner. In the event that circumstances cause a delay in implementation of the response actions, the Department may require implementation of interim measures to stabilize Contamination or prevent unacceptable exposures. VA Avenue shall implement the interim measures in accordance with a Department-approved plan.

DECLARATION OF COVENANTS AND RESTRICTIONS

9. VA Avenue or its Beneficiaries shall enter, and record, a Declaration of Covenants and Restrictions (Declaration) for the Property if Contamination exceeds levels

acceptable for unrestricted use after completing the response actions pursuant to this Contract. Contaminant levels acceptable for unrestricted use shall be the Screening Levels for Resident Soil as specified in the EPA Regional Screening Levels for Chemical Contaminants at Superfund Sites for soil, and the primary maximum contaminant level (MCL) standards in the South Carolina State Primary Drinking Water Regulations, R.61-58 for groundwater. The recorded Declaration shall be incorporated into this Contract as an Appendix and shall be implemented as follows:

- A. The Department shall prepare and sign the Declaration prior to providing it to VA Avenue. An authorized representative of VA Avenue or its Beneficiaries shall sign the Declaration within ten (10) days of receipt. All signatures shall be witnessed, and signed and sealed by a notary public.
- B. VA Avenue or its Beneficiaries shall record the executed Declaration with the Registrar of Deeds or Mesne Conveyance for the county where the Property is located.
- C. VA Avenue or its Beneficiaries shall provide a copy of the recorded Declaration to the Department within sixty (60) days of the Department's execution. The copy shall show the date and Book and Page number where the Declaration has been recorded.
- D. In the event that Contamination exceeds levels acceptable for unrestricted use (Regional Screening Levels for residential use) on a portion of the Property, VA Avenue or its Beneficiaries may create a new parcel of that portion of the property that will be subject to the Declaration.
- E. The Declaration shall be noted on the master deed of any planned development

for the Property and noted, or referenced thereafter, on each individual deed of property subdivided from the Property and subject to the Declaration.

F. The Declaration shall reserve a right of entry and inspection for VA Avenue or its Beneficiaries that may be transferred to another single individual or entity for purposes of compliance monitoring.

- 1). VA Avenue or its Beneficiaries shall ensure that the restrictions established by the Declaration remain on any subdivided property.
- 2). VA Avenue or its Beneficiaries shall create a procedure to provide a single point of contact responsible for documenting current land use and compliance with the Declaration regardless of the Property's ownership status. The procedure shall be reviewed and approved by the Department before it is implemented.

G. The Declaration shall provide that the Department has an irrevocable right of access to the Property after VA Avenue acquires the Property, and such right of access shall remain until remediation is accomplished for unrestricted use and monitoring is no longer required. Such access shall extend to the Department's authorized representatives and all persons performing response actions on the Property under the Department's oversight.

H. VA Avenue or its Beneficiaries, or the individual or entity responsible for compliance monitoring, shall annually document the Property's land use and compliance with the Declaration to the Department. The report shall be submitted by May 31st in a manner and form prescribed by the Department.

I. The Department may amend the Declaration in response to changes in law, completion of remedial actions meeting the applicable standards in effect at the time, or if other circumstances of the Property change; however, said

amendment shall not be applied retroactively unless expressly provided for in the legislation. An amendment may strengthen, relax, or remove restrictions based on the Regional Screening Tables in effect at that time; however, the Department shall not impose a more restrictive condition based solely on changes in the Regional Screening Tables. An amendment to the Declaration shall be duly executed and recorded using procedures similar to those detailed above.

NOTIFICATION

10. All notices required to be given by either party to the other shall be in writing. Each party shall have a continuing obligation to identify a contact person, whose name, address, and telephone number must be updated to the other party, throughout the term of the Contract. Notices by electronic mail or facsimile shall be acceptable if acknowledged in writing by the recipient; with the delivery date being the date of acknowledgment or earlier date if stated in the acknowledgment. All other forms of notice shall be deemed sufficiently given if delivered at the address shown below, or at such place or to such agent as the parties may from time to time designate in writing, by: 1) regular U.S. Mail by which notice shall be deemed to occur seven (7) days after the postmark date; 2) Certified or Registered Mail by which notice shall be deemed to occur on the date received as shown on the receipt; 3) Commercial delivery service company by which notice shall be deemed to occur on the date received as shown on the receipt; or, 4) hand delivery to the other party.

A. All correspondence, notices, work plans, and reports shall be submitted to:

Jo Cherie Overcash, Project Manager
Bureau of Land and Waste Management
2600 Bull Street
Columbia, South Carolina 29201

- B. All correspondence and notices to VA Avenue shall be submitted to VA Avenue's designated contact person who as of the effective date of this Contract shall be:

Todd P. Garrett, Member
4821 Virginia Avenue, LLC
550 Long Point Road
Mt. Pleasant, South Carolina 29464

FINANCIAL REIMBURSEMENT

11. VA Avenue or its Beneficiaries shall reimburse the Department for its public participation costs and for oversight costs of activities specific to this Contract as provided by S. C. Code Ann. §44-56-750 (D). The oversight costs shall include the direct and indirect costs incurred by the Department in implementing the Voluntary Cleanup Program as related to this Contract, and any future amendments thereto, and may include costs related to this Contract and incurred by the Department prior to execution of this Contract. Invoices for oversight costs will be sent to VA Avenue on a quarterly basis. All costs are payable within thirty (30) days of the Department's invoice submitted to:

Todd P. Garrett, Member
4821 Virginia Avenue, LLC
550 Long Point Road
Mt. Pleasant, South Carolina 29464

- A. Failure to submit timely payment for costs upon receipt of the Department's invoice is grounds for termination of the Contract pursuant to paragraph 16 herein.

- B. Payment for costs incurred by the Department pursuant to this Contract shall become immediately due upon termination of the Contract by any party pursuant to paragraph 16 herein.

ACCESS TO THE PROPERTY

12. VA Avenue agrees the Department has an irrevocable right of access to the Property for environmental response matters after VA Avenue acquires the Property. This right of access remains until such time as remediation is accomplished for unrestricted use and monitoring is no longer required, and shall extend to the Department's authorized representatives and all other persons performing response actions on the Property under the Department's oversight.

CERTIFICATE OF COMPLETION AND COVENANT NOT TO SUE

13. A Certificate of Completion shall be issued to VA Avenue or its Beneficiaries for the Property under this Contract as follows:
- A. VA Avenue or its Beneficiaries shall request a Certificate of Completion pursuant to S.C. Code Ann. § 44-56-750(C)(1) after the response actions are completed and any required Declarations are recorded pursuant to this Contract. The request shall be in writing and shall report 1) the amount of soil that was removed or remediated on the Property; and 2) the cost of all environmental work conducted pursuant to this Contract.
- B. Pursuant to S.C. Code Ann. § 44-56-750(C)(1) the Department shall issue the Certificate of Completion with its covenant not to sue upon determining that VA Avenue or its Beneficiaries has successfully and completely complied with the Contract and the voluntary cleanup approved under S.C. Code Ann. § 44-56-710 through 760 (as amended).

- C. The Department may issue a Provisional Certificate of Completion if the substantive response actions required under this Contract are complete and a required Declaration has been recorded but all actions under this Contract have not been completed due to Property-specific circumstances.
- 1). A Provisional Certificate of Completion will include specific performance standards that VA Avenue or its Beneficiaries shall continue to meet.
 - 2). The Provisional Certificate of Completion may include the Department's covenant not to sue for Existing Contamination; however, said covenant shall be automatically revoked if VA Avenue or its Beneficiaries do not satisfactorily complete the requirements of the Contract as stipulated in the Provisional Certificate of Completion.

ECONOMIC BENEFITS REPORTING

14. VA Avenue or its Beneficiaries shall report information to the Department that demonstrates that the activities pursuant to this Contract have been beneficial to the State and community. The report shall be submitted within two (2) years after the execution date of this Contract, and annually thereafter until two (2) years after redevelopment of the Property is complete. VA Avenue shall summarize the new operations at the Property, the number of jobs created, the amount of property taxes paid, and the total amount invested in the Property for property acquisition and capital improvements.

CONTRACT OBLIGATIONS AND PROTECTIONS INURE

15. The terms, conditions, obligations and protections of this Contract apply to and inure to the benefit of the Department, VA Avenue, and its Beneficiaries as set forth below. The following stipulations apply to ensure the transition of all obligations and protections to successive Beneficiaries for any portion of the Property:

- A. VA Avenue or its Beneficiaries shall provide a copy of this Contract and applicable Appendices to any subsequent Beneficiary. Transmittal of the Contract copy may be via any commonly accepted mechanism.
- B. VA Avenue and its Beneficiaries shall not allow residential occupancy on any portion of the Property prior to obtaining the Certificate of Completion or a Provisional Certificate of Completion specific to that portion of the Property allowing residential occupancy.
- C. If the Certificate of Completion has not been issued, VA Avenue or its Beneficiaries shall request approval from the Department prior to transferring the obligations and protections of this Contract to a new person or entity. The Department shall not unreasonably withhold its approval upon receipt of a Non-Responsible Party Application for Voluntary Cleanup Contract documenting that the new person or entity:
- 1). Is not a Responsible Party for the Site;
 - 2). Has sufficient resources to complete the activities of this Contract;
 - 3). Will not use the Property for activities that are inconsistent with the terms and conditions of this Contract,
 - 4). Will assume the protections and all obligations of this Contract and,
 - 5). Will, in the Department's sole discretion, provide a measurable benefit to the State and the community as a result of this transfer.
- D. If the Certificate of Completion has been issued and the portion of the Property is subject to a Declaration or other ongoing obligation pursuant to this Contract, VA Avenue or its Beneficiaries shall provide written notification to the Department identifying the new individual or entity within thirty days after the effective date of the ownership change or other possessory transfer of the Property.
- 1). The notification shall include a signed statement from the new individual or

entity that its use of the Property will remain consistent with the terms of the Contract and the Declaration, and that it will assume the ongoing obligations and protections of this Contract.

- 2). This requirement is waived for an individual or entity acquiring a portion of the Property for individual residential or commercial use provided the Declaration is noted on the master deed for the planned development, and the Department has approved the procedure for a single point of contact responsible for documenting current land use and compliance with the Covenant.

- E. If a Certificate of Completion has been issued and the Property is not subject to a Declaration or other continuing obligation pursuant to this Contract, no notification is required.

CONTRACT TERMINATION

16. VA Avenue, its Beneficiaries, and the Department each reserve the right to unilaterally terminate this Contract by giving thirty days advance written notice to the other party. Termination shall be subject to the following:

- A. The Department may not terminate this Contract without cause and before termination, shall provide VA Avenue or its Beneficiaries an opportunity to correct the cause(s) for termination, which may include, but is not limited to, the following:

- 1). Failure to complete the terms and conditions of this Contract;
- 2). Change in VA Avenue's or its Beneficiaries' business activities on the Property or use of the Property that are inconsistent with the terms and conditions of this Contract;
- 3). Failure to submit timely payment for costs upon receipt of the Department's invoice;

- 4). Failure of VA Avenue or its Beneficiaries to implement appropriate response actions for additional Contamination or releases caused by VA Avenue or its Beneficiaries;
 - 5). Knowingly providing the Department with false or incomplete information or knowing failure to disclose material information;
 - 6). Failure by VA Avenue or its Beneficiaries to obtain the applicable permits from the Department for the response actions or other activities undertaken at the Property pursuant to this Contract; or,
 - 7). Failure by VA Avenue or its Beneficiaries to make material progress toward the expansion, redevelopment, or reuse of the property as determined by the Department upon consideration of VA Avenue's or its Beneficiaries' marketing efforts, regional economic conditions, and other pertinent information on the Property.
- B. Should VA Avenue or its Beneficiaries elect to terminate, that party shall certify to the Department's satisfaction that any environmental or physical hazards caused or contributed by VA Avenue or its Beneficiaries have been stabilized or mitigated such that the Property does not pose hazards to human health or the environment.
- C. Termination of this Contract by any party does not waive the Department's authority to require response action under any applicable state or federal law.
- D. Termination of this Contract by any party does not end the obligations of VA Avenue or its Beneficiaries to pay costs incurred by the Department pursuant to this Contract. Payment for such costs shall become immediately due.
- E. Upon termination, the protections provided under this Contract shall be null and void as to any party who participated in actions giving rise to termination of the

Contract. Revocation of protections shall also apply to that party's lenders, parents, subsidiaries, and successors, including lessees, heirs, devisees, and other parties taking an interest in the Property through that party who participated in actions giving rise to termination of the contract. The protections will continue for any party who has received protections through a Certificate of Completion for this Contract, and who did not participate in the actions giving rise to the termination.

ENTITLEMENT OF PROTECTIONS AND BENEFITS

17. VA Avenue and its Beneficiaries are entitled to the protections and benefits in regard to Existing Contamination provided by South Carolina statutes as follows:

A. Effective on the date this Contract is first executed by the Department:

- 1). Protection from contribution claims under CERCLA Section 113.42 U.S.C. § 9613 and § 44-56-200, et seq.
- 2). Protection from third-party claims as provided by S.C. Code Ann. § 44-56-750(H).
- 3). Eligibility to file annual application for Voluntary Cleanup Activity Tax Credits pursuant to S.C Code § 12-6-3550.

B. Effective on the date the Certificate of Completion is issued by the Department.

- 1). The Department's covenant not to sue VA Avenue and its Beneficiaries for Existing Contamination but not for any Contamination, releases and consequences caused or contributed by VA Avenue or its Beneficiaries.
- 2). Specific tax credits or additional benefits expressly contingent in South Carolina statutes on issuance of the Certificate of Completion.

C. These Protections and Benefits do not apply to any Contamination, releases, and consequences caused or contributed by VA Avenue or its Beneficiaries. The

Department retains all rights under State and Federal laws to compel VA Avenue and its Beneficiaries to perform or pay for response activity for any Contamination, releases and consequences caused or contributed by VA Avenue or its Beneficiaries.

RESERVATION OF RIGHTS BY THE DEPARTMENT

18. Nothing in this Contract is intended to be, or shall be construed as, a release or covenant not to sue for any claim or cause of action, past or future, that the Department may have against any person, firm, or corporation other than VA Avenue and its Beneficiaries. The Department reserves the right to undertake future response actions at the Site and to seek to compel parties, other than VA Avenue and its Beneficiaries, to perform or pay for response actions at the Site. Nothing in this Contract shall in any way restrict or limit the nature or scope of response actions that may be taken or be required by the Department in exercising its authority under State and Federal law.

RESERVATION OF RIGHTS BY VA AVENUE

19. VA Avenue retains all rights to assert claims in law or equity against any person, company, or entity with respect to the Property, except as limited elsewhere by this Contract. VA Avenue and its Beneficiaries specifically deny responsibility for response costs or damages resulting from Existing Contamination except for Contamination, releases, and consequences they cause or contribute. However, VA Avenue and its Beneficiaries agree to undertake the requirements of this Contract.

BURDEN OF PROOF

20. VA Avenue and its Beneficiaries shall have the continuing obligation to demonstrate that any newly discovered Contamination is not caused or contributed by VA Avenue or its Beneficiaries. VA Avenue and its Beneficiaries shall make this

demonstration to the Department's satisfaction in accordance with State or Federal Law applicable to such newly discovered Contamination. For purposes of this clause, newly discovered Contamination means finding types of Contamination not previously identified at the Property or substantially higher concentrations of Existing Contamination.

LIMITATION OF CLAIMS BY VA AVENUE AND ITS BENEFICIARIES

21. In consideration of the protections from the Department under this Contract, VA Avenue and its Beneficiaries agree not to assert any claims or causes of action against the Department or to seek other costs, damages, or attorney's fees from the Department arising out of activities undertaken at the Property pursuant to this Contract. This limitation shall not extend to any claims or causes of action resulting from the Department's intentional or negligent acts or omissions, or the Department's willful breach of this Contract.

[Remainder of page left blank]

SIGNATORS

22. The signatories below hereby represent that they are authorized to and do enter into this Contract on behalf of their respective parties.

**THE SOUTH CAROLINA DEPARTMENT OF HEALTH
AND ENVIRONMENTAL CONTROL**

BY:

DATE:

Daphne G. Neel, Chief
Bureau of Land and Waste
Management

DATE:

Reviewed by Office of General Counsel

4821 VIRGINIA AVENUE, LLC

BY:

DATE:


Todd P. Garrett, Member

4 Mar 13

BY:

DATE:


Kershaw Leclercq, Member

11/6/13

APPENDIX A

VA Avenue

Application for Non-Responsible Party Voluntary Cleanup Contract

September 30, 2013



Non Responsible Party Application for Voluntary Cleanup Contract

I. Applicant Information

1. Applicant is a: ☒ Single Entity ☐ Co-Entity (Each Co-Entity must complete items 1-8)
2. Applicant Type: ☐ Private Individual /Sole Proprietorship ☒ For-profit Business (Corp., Partnership, etc.) ☐ Tax-Exempt Trust/ Corporation/ Organization ☐ Government / Other Public Funded Entity

3. Applicant's Legal Name 4821 Virginia Avenue, LLC

4. Contract Signatures for this Applicant

a. Authorized Signatory

Todd P. Garrett		Member
Name	Title	Email
550 Long Point Road	843-725-7200 ext. 867	todd.garrett@avisonyoung.com
Address	Phone1	Phone2
Mt. Pleasant	SC	29464
City	State	Zip

b. Other Signatories ☐ None

Name	Title	Phone	Email	Signature Required On Contract?
Kershaw Leclercq	Member	(843) 766 - 6243	kershaw.leclercq@gmail.c	<input type="checkbox"/>
		() -		<input type="checkbox"/>
		() -		<input type="checkbox"/>

5. Physical Location of Applicant's Headquarters

To be established at 1941 Savage Road, Suite 200 E

Street address	Suite Number
Charleston	SC 29607
City	State Zip

6. Mailing address: ☒ Same as Authorized Signatory Go to question 7

Contact person (if different from Authorized Signatory)	Title
Street Number or PO Box	Phone1 Phone 2
City	State Zip Email

7. Company Structure Information ☐ Not-applicable (Local Government, Sole Proprietorship, Private Individual) - Go to Question #8

a. Company is Incorporated/ Organized/ Registered in to be formed in South Carolina (state)

b. List all principals, officers, directors, controlling shareholders, or other owners with >5% ownership interest.

Attach additional pages if needed.

Name	Name
Todd Garrett, Member	
Kershaw Leclercq, Member	

c. Is the applicant a subsidiary, parent or affiliate of any other business organization not otherwise identified on this form?

☐ Yes ☒ No

d. If yes, identify all affiliations:

8. Non-Responsible Party Certification

By signature below, it is affirmed that no person or entity identified anywhere above:

1. Is a current owner of the property
2. Is a Responsible Party for the site
3. Is a parent, successor, or subsidiary of any Responsible Party or owner of the property
4. Has had any involvement with the property in the past other than activities performed in anticipation of participation in the Voluntary Cleanup Program

[Signature]
Authorized Signatory

Co Signatories

RECEIVED

OCT 02 2013

ASSESSMENT,
ACTION &
ZATION

II. Property Information

9. Location

a. Physical Address 4821 Virginia Avenue, North Charleston, SC 29405

b. County Charleston

c. ☐ Property is outside any municipal boundaries ☒ Property is inside the municipal limits of North Charleston
(town/city)

10. List any Companies or Site names by which the Property is known

NA

11. Total Size of Property Covered by this Contract approx. 0.76 Acres

12. How many parcels comprise the Property? 3 parcels

13. Current Zoning (general description)

471-16-00-003 - Commercial Recreation, Highway Oriented Usage;
471-16-00-005 - Light Industrial; and
471-16-00-007 - General Business District/Vacant Residential.

14. a. Does the property have any above- or below-ground storage tanks? ☐ Yes ☒ No

b. If Yes, provide information on the number and capacity of the tanks, their contents, and whether they will be retained, or closed and/or removed.

15. Parcel Information Complete the information below for each Parcel (attach additional sheets if needed)

a. Tax Map Parcel# 471-16-00-003
b. Acreage approx. 0.19
c. Current Owner Bluefish Properties, LLC
d. Owner Mailing Address 24 29TH Ave.
Isle of Palms, SC 29451

e. Contact Person for Access Tim Smith
f. Access Person's Phone # 843-442-1160
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 471-16-00-005
b. Acreage approx. 0.47
c. Current Owner Bluefish Properties, LLC
d. Owner Mailing Address 24 29TH Ave.
Isle of Palms, SC 29451

e. Contact Person for Access same
f. Access Person's Phone # same
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☒ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# 471-16-00-007
b. Acreage approx. 0.1
c. Current Owner Bluefish Properties, LLC
d. Owner Mailing Address 24 29TH Ave.
Isle of Palms, SC 29451

e. Contact Person for Access same
f. Access Person's Phone # same
g. Is Parcel Currently Vacant? ☐ Yes ☒ No
h. Buildings on the parcel? ☒ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

a. Tax Map Parcel# _____
b. Acreage _____
c. Current Owner _____
d. Owner Mailing Address _____

e. Contact Person for Access _____
f. Access Person's Phone # _____
g. Is Parcel Currently Vacant? ☐ Yes ☐ No
h. Buildings on the parcel? ☐ None
(check all that apply) ☐ Demolished/Ruins
☐ Intact, To be demolished
☐ Intact, To be re-used
i. Business/facility operations ☐ Never Operated on the parcel
☐ Not operating since _____
(approx date)
☐ In operation: nature of the
business _____

III. Property Redevelopment

16. Describe the intended re-use of the property:
(attach additional sheets if necessary)

Within the next 5 years, the current structures will be re-used for commercial and retail purposes. The current shutter manufacturing uses are being discontinued. The short term re-use plan includes immediate occupation of existing structures for office and retail uses. Future uses include potential build out of 8,000 square feet of office space and the possible construction of additional structures.

17. a. Will the future use include any chemical processes, petroleum or chemical storage and handling, on-site waste disposal, or generate any hazardous substances? ☐ Yes ☒ No
b. If Yes, identify the substances and discuss steps that will be taken to prevent their release to the environment.

18. Will redevelopment lead to the creation of permanent jobs on the property? ☒ Yes Anticipated Number See attached
☐ No

19. Projected Increase to the Tax Base as a result of this redevelopment: \$ See attached

20. a. Will there be Intangible benefits from this redevelopment such as:
☐ LEED, Earth Craft, EnergyStar, or similar certification of Sustainable Development
☐ Creation / Preservation of Green Space on the Property
☐ Deconstruction/ Recycling of demolition or building debris
☒ Other Not planned at this time.

- b. Please Describe:

21. Anticipated date of closing or acquiring title to the property 12 / 1 / 2013

22. Redevelopment Certification

By signature below, the applicant(s) affirm that their proposed use and activities will not knowingly aggravate or contribute to existing contamination or pose significant human health or environmental risks on the property.



Signature(s)

IV. Project Management And Financial Viability (Co-Entities, refer to instruction sheet)

23. Environmental Consulting Firm

☐ None as of this application date

GEL Engineering

Company

2040 Savage Road

Charleston

South Carolina

Address

City

State

Zip

Thomas D. W. Hutto

912

843-300-4416

tdh@gel.com

Project Contact1

S.C PE/PG Reg. #

Phone1

Phone 2

email

Project Contact 2

S.C PE/PG Reg. #

Phone1

Phone 2

email

24. Legal Counsel (Optional)
Moore & Van Allen, PLLC
Firm
Ben A. Hagood, Jr. 843-579-7000
Attorney Phone1 Phone 2
PO Box 22828 Charleston South Carolina 29413 benhagood@mvalaw.com
Street Number or PO Box City State Zip email

25. Applicant's Billing Address ☒ Same as Contact person in #6 above Go to question #26

Financial Contact Title
Company Phone
Address
City State Zip

26. Financial Viability

By signature(s) below, the applicant agrees to:

1. Pay the Department's costs upon receipt of invoices for implementing the Voluntary Cleanup Program for this Property, and
2. Provide financial statements, if requested, to document financial viability to conduct the response actions on the Property.

☐ Waiver Requested (Check Box If applicable)

The applicant is a Local Government or qualifies as a 501(c) Non-Profit Organization, and requests waiver of some Departmental costs of implementing this contract.


Signatures

V. Application Completion (The following are required along with this form. Check applicable boxes)

27. The Legal Description of the Property is attached as a: ☒ Plat Map ☐ Metes and Bounds Text ☐ Both

28. The Phase I Environmental Site Assessment Report is attached as a:

☒ New report completed in the past six months by GEL Engineering (Name of Environmental Firm)

☐ Older report updated in the past six months by (Name of Environmental Firm)

29. Environmental sampling data and other reports: (check one)

☒ The Applicant is not aware of any environmental testing on the property

☐ The Applicant believes the Department already has all environmental data in its files on: (Site Name)

☐ The Following reports are attached:

Report Date Report Name Environmental Firm

30. Mailing addresses of Former Owners, Operators and other Potentially Responsible Parties:(check one)

☐ Enclosed with this Application as an Attachment

☒ Will be submitted along with (or before) the signed contract

31. The applicants attest by signature below that this application is accurate to their best knowledge. Furthermore, the applicants request DHEC evaluate the Property for inclusion in the Brownfields Voluntary Cleanup Program and draft a Non-Responsible Party Contract for the Property.


Signature(s)

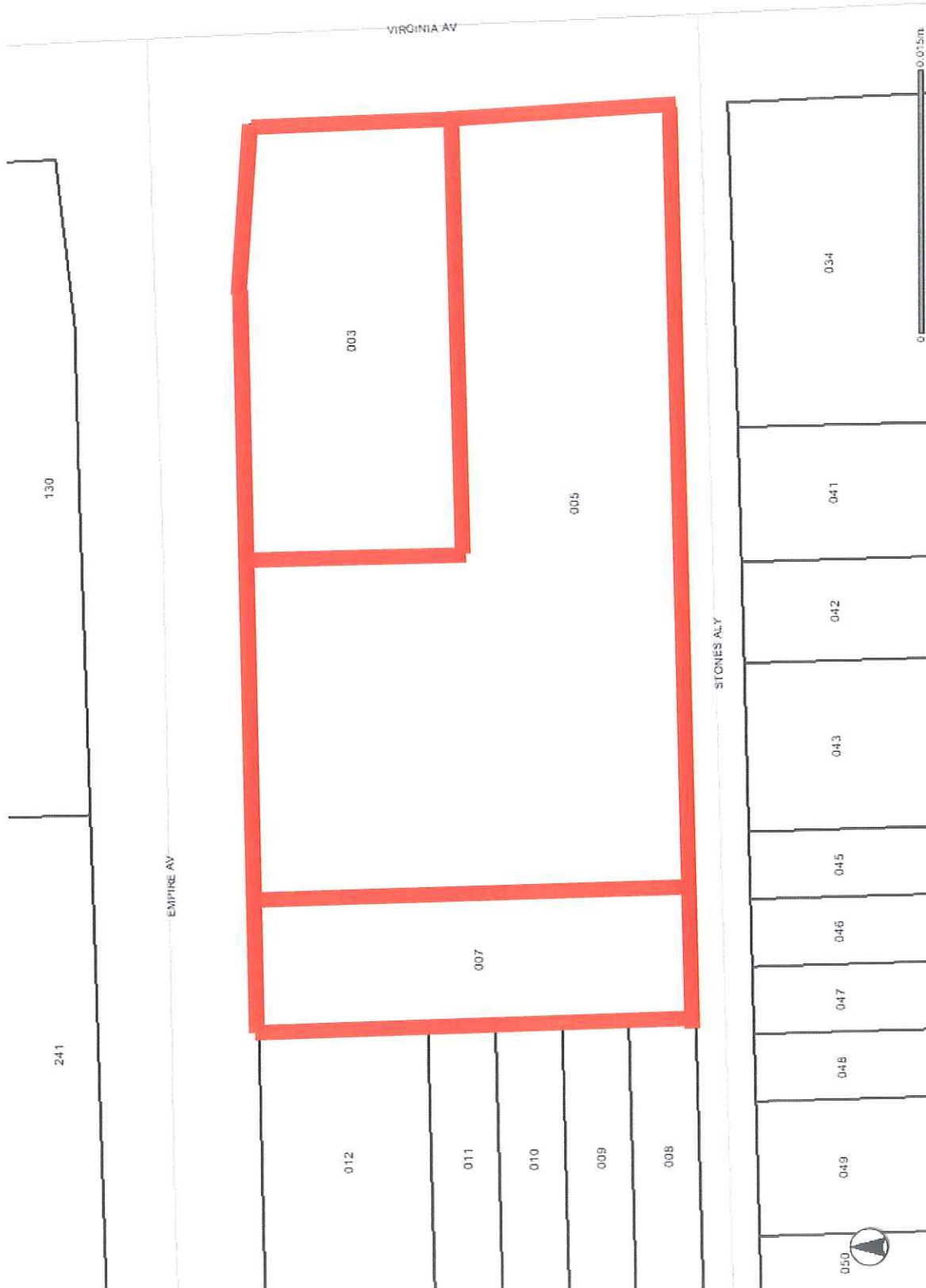
This Section for Department Use Only

Assigned File Name		
Eligible for NRP Contract	Y N	
Assigned File Number		
Assigned Contract Number		

18. The anticipated number of permanent jobs that the redevelopment will lead to is approximately ten jobs in the near future and twenty-four jobs in the long term

19. The projected increase to the Tax Base as a result of this redevelopment is estimated at approximately \$155,000 in the near term and approximately \$1.4 million in the long term.

Charleston County GIS Image
TMS No. 471-16-00-003, 005, and 007



CHARLESTON COUNTY *Auditor*

Peter Tecklenburg

- [MAIN MENU](#)
- [EXIT](#)

Parcel ID
4711600007

Sub-Division
NORTH CHARLESTON

Tax District
43, City of North Charleston

Legal Description :LT 32 & 33 BLK 122

Acreage High : 0 Marsh : 0 Swamp : 0 Water : Total : 0

Jurisdiction : CNTY-ASSESSR

Property Address :1025 EMPIRE AVE

Mailing Address : 462 WANDO PARK BLVD STE D, MT PLEASANT- SC, 29464-7906

Current Owner - 1	Current Owner - 2	Owner 1 as of Jan 1	Owner 2 as of Jan 1	Deed	Deed Date	Sale Date	Sale Price
-	-	BLUEFISH PROPERTIES LLC	-	Z604-825	11/08/2006	11/01/2006	\$10
-	-	WOODALL RUSSELL G	-	Y535-615	05/09/2005	05/04/2005	\$40,000



For Plat Comment and Owner Comment information on plats and deeds recorded prior to 01/05/2004, please click on Card Image button.

Basic deed transfer information is complete back to 1991.

For records and transactions preceding that date, please click on Card Image button.

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E-mail your comments or questions about this site to publicinfo@charlestoncounty.org
Report technical problems with this site to webmaster@charlestoncounty.org



Peter Tecklenburg

- [MAIN MENU](#)
- [EXIT](#)

[Return To
Sales History](#)

Parcel Id (TMS) : 4711600007

Plat Comments

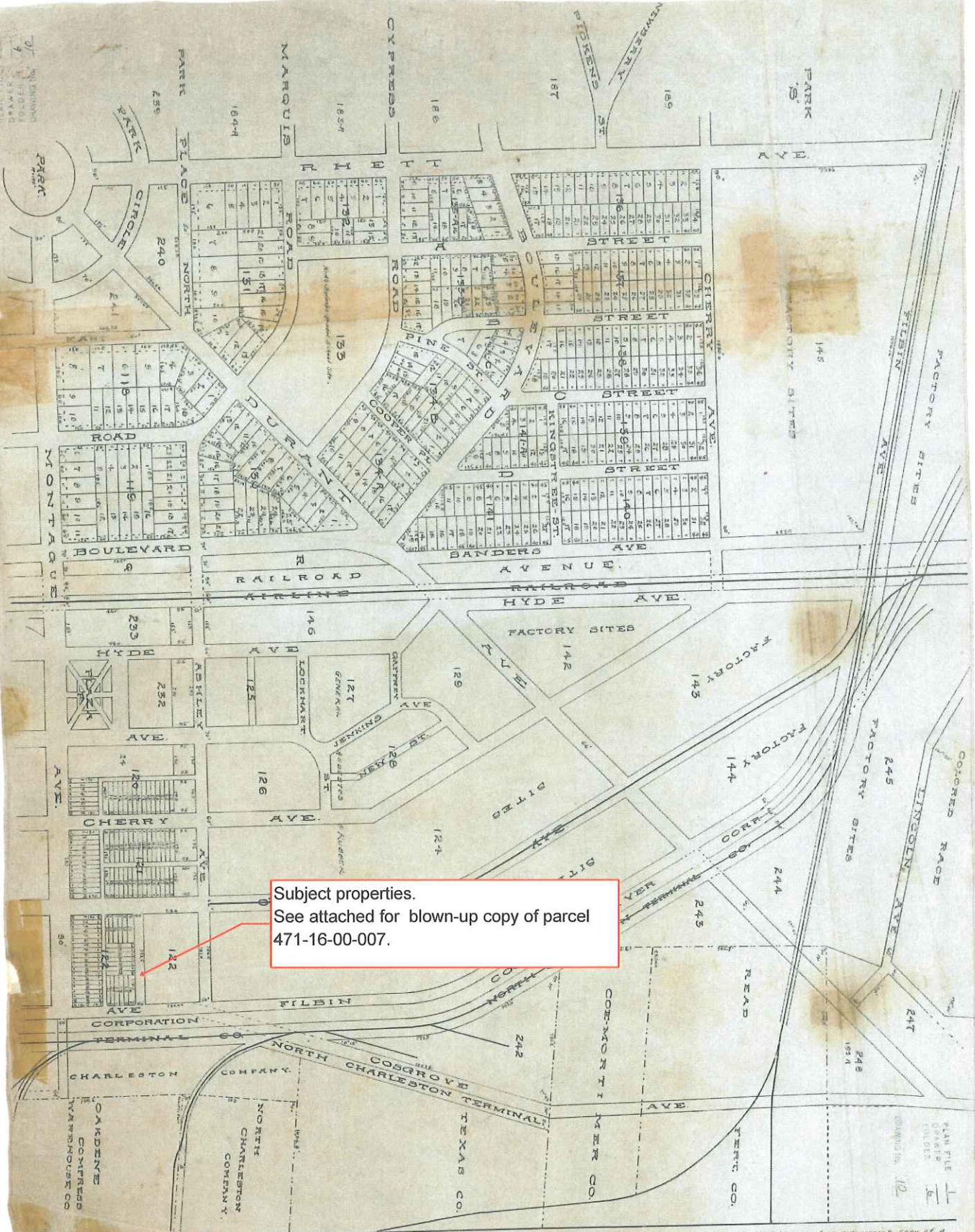
Plat Number : E-241

No Comments Present

Basic deed transfer information is complete back to 1991.

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E-mail your comments or questions about this site to publicinfo@charlestoncounty.org
Report technical problems with this site to webmaster@charlestoncounty.org

10/11/23
 DRAWN BY
 4
 10/11/23
 DRAWING NO.



Subject properties.
 See attached for blown-up copy of parcel
 471-16-00-007.

Register Trust Insurance Office
 Charleston, S.C.
 Received in full at 11:05 A.M.
 Original of the Trust
 furnished to Trust, Meigs,
 Miller & Co.
 and to Equell
 and purchase

GENERAL MAP OF RESUBDIVISION — OF — NORTH CHARLESTON

JAMES O'NEAR, C.E.

SCALE 1"=200'

I hereby certify that this is a true and correct copy of a
 section or a general map of resubdivision of North Charleston
 made July 1923, by James O'Neare, C.E., and that the map referred
 to is the description of the property owned by the North Charleston
 North Charleston Company is Operative Trust and Deed Company
 of Baltimore, Trustee, dated July 10, 1923 and recorded
 in Book 14-33, Page 1, in R. F. C. Office for Charleston County.
 Signed
 Notary Public

386.4

387.4

50'

122

240.05

392.5

40'

39	20	..	..	..	..	20	128.3	26	2025
38								25	..
37	33	32	130	28	28	27		24	..
36								23	..
35								22	..
34								21	..



122

AVE

130	0	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	20	16.3
	23	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
20	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	..	20	19

90'